

Selkirk Stone Inc. 50 Year Warranty

Selkirk Stone, Inc. warrants its manufactured concrete products, subject to the terms and conditions contained below, for a period of 50 years from the date of purchase. All products covered by this warranty will be remedied by Selkirk Stone, Inc. by repair or replacement of faulty stone in accordance with the applicable terms and conditions of this warranty. Selkirk Stone, Inc. recommends its products to be installed on structures which conform to local building codes and strictly adhere to manufacturer's installation recommendations, failure to do so could void this warranty.

This warranty covers only products manufactured by Selkirk Stone, Inc. which are determined to be defective. This warranty does not include damages from faulty or improper installation, willful abuse, misuse, negligence, or damage resulting from fire, lightning, earthquake, flood or other acts of God, settlement of the structure, failure of the structure (including foundations and walls), surface discoloration due to air pollution, exposure to harmful chemicals, normal weathering of surface, oxidation, efflorescence, or other causes beyond the control of the manufacturer. Selkirk Stone, Inc. is not responsible for labor costs incurred in removal and replacement of defective products. Selkirk Stone, Inc. products are not recommended for use on walkways, driveways, decks, patios, or any other surfaces subject to foot or vehicle traffic and are not covered by warranty when used in these applications.

Should Selkirk Stone, Inc.'s manufactured concrete product be proven defective during the warranty period, the purchaser's remedies will be limited to the following at Selkirk Stone, Inc.'s option: 1) Repair of the defective product; 2) Replacement of the defective product, including shipping cost; or 3) reimbursement of the original purchase price. These remedies are the only remedies available for breach of warranty or any other legal theory. In no event shall Selkirk Stone, Inc. be responsible for installation, or similar activities connected with the replacement of its manufactured concrete products.

This warranty sets forth Selkirk Stone, Inc.'s maximum liability for its products. Selkirk Stone, Inc. shall not be liable for special, indirect, consequential or incidental damage. The purchaser's exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be as specified above. Selkirk Stone, Inc. shall in no event be liable for any consequential or incidental damages of any kind, however occasioned, whether by negligence or otherwise. Selkirk Stone, Inc. makes no other warranty or guaranty either express or implied, including implied warranties of merchantability or fitness for a particular purpose, except as expressly contained herein. The remedies contained herein shall be sole and exclusive. In the event state law precludes an exclusion or limitation of implied warranties, duration of such warranties shall be no longer than, and the time and manner of presenting any claim thereon shall be the same as, that provided in the express warranty stated herein.

Selkirk Stone, Inc. reserves the right to discontinue and or make changes in any of its products. In the event the product covered by this warranty is not available, Selkirk Stone, Inc. shall have the right to substitute products that, in Selkirk Stone, Inc.'s sole discretion, is of equal quality or price.

No distributor, dealer or representative of Selkirk Stone, Inc. has the authority to change or modify this warranty either orally or in writing in any respect. This warranty shall be valid only after the registration certificate is filled out by the purchaser and mailed or delivered to Selkirk Stone, Inc., 122 Sand Creek Parkway, Sandpoint, ID 83864, within 30 days of completion of installation. This warranty extends only to the "original purchaser." The term "original purchaser" as used in this warranty, means the contractor, distributor, or initial owner of the structure in to which the product is installed. This warranty is not assignable or transferable.

To initiate a claim under this warranty, write to Selkirk Stone, Inc., at 122 Sand Creek Parkway, Sandpoint, ID 83864. The purchaser's correspondence must include a) the product that is involved; b) the claimed defect, including photographs; c) the identity of the person making the claim; d) the address where the defective product can be inspected; and e) a phone number where the purchaser can be reached. Selkirk Stone, Inc. will investigate the claim within 90 days after notification and take appropriate action.